U.S. E	NVIRONN - √AL PROTECT	TON AGENCY			GRANT	'IDENTIFICA'	TION NO.
GRA	NT AGREEMENT/AME	ENDMENT			C 0 6	1 0 2 2	2 1 2 1
CHECK APPLI	CABLE ITEM(S)	DATE OF		ligation date			
GRANT AGREEMENT			28	APR 1980			
X GRANT AMENDMENT		TYPE OF	ACTION			TAICHEACE	
SUBSEQUENT RELATED PRO		<u>.</u>	·····			INCREASE	
	PART I-	GENERAL INFORM		3. REGULA	TION DESI	EDENCE	
1. GRANT PROGRAM Construction Grants	PL 92-50				FR 35		
4.		TEE ORGANIZATION	DN	10 0.			
a. NAME	**************************************	C. ADDRE					
SEWER AUTHORITY MI	D-COASTSIDE	1	MAIN ST MOON B	REET AY, CA	94019		
b. EMPLOYER I.D. NO. (EIN)							
5. a. NAME	PROJECT	MANAGER (Grantce d. ADDRE					
FRED MORTENSEN		u. x00112					
Б. ТІТ <u>ь</u> Е		501	MAIN ST	REET			
GENERAL MANAGER		HALF	MOON B	AY, CA	94019		
c. TELEPHONE NO. (Include Area ((415) 726-5566	Gode)		•				
6.	PROJECT	OFFICER XXXXX	KKKK (S	WRCB Cor	ntact)		
a. NAME JOHN BLUBAUGH		d. ADDRE			<u> </u>	3 12 1	
	le, i			esources ater Qua		ol Board	
b. TITLE PROJECT COORDINATOR	}			inistrat	•	it	
c. TELEPHONE NO. Anclude Area (Pode)	P.O. B					
c. TELEPHONE NO. (Include Area (Sacram	ento, C	A 95803	L		
7. PROJECT TITLE AND DESCRIP	TION						
CONSTRUCTION OF PUN APPROVED CONSTRUCTI		AMENDMENT AD	JUSTS T	HE GRAN	T TO TH	E	·
					PROJE	CT STEP (WW)	T)
8.		DURATION					
PROJECT PERIOD (Dutes) 2/29/80 TO 8/1/81		PUDGET	PERIOD (Da	ites)			
9.	DO	DELAR AMOUNTS					
TOTAL PROJECT COSTS		EPA GRAI	T AMOUNT	(In-Kind Ar	nt	<u>\$1,9</u>	25,400
TOTAL ELIGIBLE COSTS (WWT)	\$2,567,200	UNEXPEN	DED PRIOR	YR, BAL. (EPA Fund	s)	
TOTAL BUDGET PERIOD COSTS		THIS ACT	ON (This o	bligation am	ount)	\$634,650	
10.		COUNTING DATA					
APPROPRIATION	DOC CONTROL NO.	ACCOUNT	0.	OBJ CLASS	. A	MOUNT CHAR	GED
68X0103	C000 42	BG7E09200	² ا	11. 11 11.	\$6	34,650	
II. PAYMENT METHOD	· · · · · · · · · · · · · · · · · · ·	12. PAYE			ress, Inclu	de ZIP Code)	
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ADVANCES (Gran	tee Orga	anizati	.on	
SEND PAYMENT REQUEST TO SI	VRCB, Div. Water (Quality,					

Non-construction Bi Personnel 2. Fringe Benefits 3. TRAVEL 4. EQUIPMENT 5. SUPPLIES 5. CONTRACTUAL 7. CONSTRUCTION 7. CONTINGENCIES 7. BASE 7. TABLE C 7. PROSENUE 7. TABLE C 7. TA	
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12. TOTAL APPROVED GRANT AMOUNT TABLE B - PROGRAM ELEMENT CLASSIFICATION (Non-construction) 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. TOTAL (Share: Grantee % Federal %) 11. TOTAL APPROVED GRANT AMOUNT TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction) 1. CONSTRUCTION AND PROJECT COSTS 2. ADMINISTRATIVE EXPENSES 3. LAND, STRUCTURES, RIGHT-OF-WAY 4. CONSULTANT ARCH./ENGR. FEES (FORCE ACCOUNT) 6. EQUIPMENT 7. CONTINGENCIES 11. 8. RELOCATION PAYMENTS	
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(Non-construction) 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. TOTAL (Share: Grantee % Federal %) 11. TOTAL APPROVED GRANT AMOUNT \$ TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction) 1. CONSTRUCTION AND PROJECT COSTS \$2,32 2. ADMINISTRATIVE EXPENSES 2 3. LAND, STRUCTURES, RIGHT-OF-WAY 4. CONSULTANT ARCH./ENGR. FEES (FORCE ACCOUNT) 6. EQUIPMENT 7. CONTINGENCIES 11 8. RELOCATION PAYMENTS	NORMA PROGRAM (SCHOOL)
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11. TOTAL APPROVED GRANT AMOUNT TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction) 1. CONSTRUCTION AND PROJECT COSTS \$2,32 2. ADMINISTRATIVE EXPENSES 2. ADMINISTRATIVE EXPENSES 3. LAND, STRUCTURES, RIGHT-OF-WAY 4. CONSULTANT ARCH./ENGR. FEES 5. GRANTEE ARCH./ENGR. FEES (FORCE ACCOUNT) 6. EQUIPMENT 7. CONTINGENCIES 11 8. RELOCATION PAYMENTS	
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2. ADMINISTRATIVE EXPENSES 2 3. LAND, STRUCTURES, RIGHT-OF-WAY 4. CONSULTANT ARCH./ENGR. FEES 10 5. GRANTEE ARCH./ENGR. FEES (FORCE ACCOUNT) 6. EQUIPMENT 7. CONTINGENCIES 11 8. RELOCATION PAYMENTS	7,616
4. CONSULTANT ARCH./ENGR. FEES 10 5. GRANTEE ARCH./ENGR. FEES (FORCE ACCOUNT) 6. EQUIPMENT 7. CONTINGENCIES 11 8. RELOCATION PAYMENTS	0,950
5. GRANTEE ARCH./ENGR. FEES (FORCE ACCOUNT) 6. EQUIPMENT 7. CONTINGENCIES 1] 8. RELOCATION PAYMENTS	
6. EQUIPMENT 7. CONTINGENCIES 11 B. RELOCATION PAYMENTS	2,265
7. CONTINGENCIES 11 B. RELOCATION PAYMENTS	
B. RELOCATION PAYMENTS	
	6,369
9. INDIRECT COSTS	
10. SUBTOTAL	
11. GRANT PROCESSING FEE	
12. TOTAL (Share: Grantee 12.5 % Federal 75 % State 12.5 %) s 2,56	7 . 200
13. TOTAL APPROVED GRANT AMOUNT \$ 1,92	

a. General Conditions:

The grantee covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this grant, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The grantee warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFR Part 30, and (2) any special conditions set forth in this grant agreement or any grant amendment pursuant to 40 CFR 30.425.

b. Special Conditions:

EPA Form 5700-20A (Rev. 8-76)

	GRAN	ENTIFICATIO	C 061022 12 1
b. SPECIAL CONDITIONS (Continued)			

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TA OFFICE AND A STATE OF THE ADDRESS			
	RTIV		
NOTE: The Grant Agreement must be completed in duplication for Headquarters grant awards and to the appropriate Grants weeks after receipt or within any extension of time as may be g	Administration Office for	ed to the Gran state and loca	ts Administration Division lawards within 3 calendar
Receipt of a written refusal or failure to return the properly	evecuted document with	in the present	ad time man as 100 c
accomance withdrawar of the grafit offer he the Agence And	Change to the Chest A		
document being signed by the EPA Grant Award Official w. Grant Agreement shall void the Grant Agreement.	hich the Grant Award Of	fficial determir	nes to materially alter the
	ACCEPTANCE		
The United States of America, acting by and through the		tection Agency	y (EPA), hereby offers a
grant/amendment to the SEWER AUTHORITY MID-COAST	SIDE for <u>75</u> % of a	ll approved cos	sts incurred up to and not
		ort described in	application (including all
application modifications) Application for	Federal Assistance	incl	uded herein by reference.
ISSUING OFFICE (Grants Administration Office)			
ORGANIZATION ADDRESS	ORGANIZATION ADDRESS	RD APPROVAL	OFFICE
EPA, Grants Administration Section 215 Fremont Street	EPA, Wat	er Division	
San Francisco, CA 94105		iont Street bisco, CA 94	100
THE UNITED CTATES OF ASSESSED	1		
THE UNITED STATES OF AMERICA BY THE SIGNATURE OF AWARD OFFICIAL TYPED NAME AND TITLE		OTECTION AGE	NCY
(Dil OCholot)	Frank M. Covington Director, Water Divisi	lau.	28 APR 1980
This Grant Agreement is subject to applicable U.S. Environment in accepting this award or amendment and any payments made	tal Protection Agancsists	4	
provisions of 40 CFR Chapter 1. Subchapter B and of the provi	(a) the grantee agrees (a) the	nat the grant is	subject to the applicable
of any payments constitutes an agreement by the payee that t refunded or credited in full to EPA.	he amounts, if any, foun	d by EPA to ha	ave been overpaid will be
			•
BY AND ON BEHALF OF THE DESIG	NATED GRANTEE ORGAN	NIZATION	
	ENSEN GENERAL MAN	IAGER	5/12/0x
EPA Corm 5700-20A (Rev. 8-76)			3/12/80

5	ANT AGREEMENT/AM		EM	0	C 0 6 1 0 2 2 1 2 (
CHECK APPL	ICABLE ITEM(S)	DAT	E OF AWARD (C	Obligation date	• • • • • - • • •
GRANT AGREEMENT			29 FEB 1		
GRANT AMENDMENT		TYP	E OF ACTION		
X SUBSEQUENT RELATED PRO.	JECT (NNT)		(CONTINUAT	ION
		I-GENERAL INF	FORMATION		
I. GRANT PROGRAM	2. STATUTE F			1	TION REFERENCE
Construction Grants	PL 92-50			40 G	FR 35
a. NAME	<u> Vn</u>	ANTEE ORGANI	DORESS		
SEWER AUTHORITY MID-	-COASTSIDE	,	5	501 MAIN HALF MOON	STREET N BAY, CA 94019
5.	PROJECT	MANAGER (Gr	antee Contact)		
s. NAME FRED MORTENSEN			DDRESS		
GENERAL MANAGER				501 MAIN HALF MOON	STREET I BAY, CA 94019
c. TELEPHONE NO. (Include Area C (415) 726-5566					
5.	PROJEC	T OFFICER XX		SWRCB Cor	ntact)
JOHN BLUBAUGH		Sta			s Control Board
PROJECT COORDINATOR		Con	rision of Natracts Adr	ministrat	•
c. TELEPHONE NO. (Include Area C (916) 322-6468	• .		ramento,		
7. PROJECT TITLE AND DESCRIPT	LION				RECEIVED
CONSTRUCTION OF PUMP	STATION.				APR 1 7 1980
					DIVISION OF WALLS
					PROJECT STEP (WWT)
8.		DURATION	- 4		
AWARD - 8/1/81		BUDG	GET PERIOD (D	Pates)	
9.	D	OLLAR AMOUN	TS		
TOTAL PROJECT COSTS					, \$1,290, 750
TOTAL ELIGIBLE COSTS (NWT)	\$1,721,000		KPENDED PRIQ	-	
TOTAL BUDGET PERIOD COSTS		THIS	ACTION (This	obligation amo	\$1,290,750
10.		COUNTING DA	· · · · · · · · · · · · · · · · · · ·	·	
APPROPRIATION	DOC CONTROL NO.	ACCOU	INT NO.	OBJ CLASS	AMOUNT CHARGED
68X0103	CO 0030	OG7NO	92002	41.]] 41.	\$1,290,750
II. PAYMENT METHOD		12. P	AYEE (Name ar	<u> </u>	ress. Include ZIP Code)
ADVANCES (tof award) 2	K, REIMBURSEMENT				anization
OTHER	JDCR Div Water	0		-	
Payments Unit, P.O. Bo	x 100, Sacto., GA	95801			

PART II - APPROVED BUDGET	
TABLE A OBJECT CLASS CATEGORY. (Non-construction)	TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
1. PERSONNEL	
2. FRINGE BENEFITS	
3. TRAVEL	
4. EQUIPMENT	
5. SUPPLIES	
6. CONTRACTUAL	
7. CONSTRUCTION	
8, OTHER	
9. YOTAL DIRECT CHARGES	
10. INDIRECT COSTS: RATE % BASE	
11. TOTAL (Share: Grantee% Federal ,%)	
12. TOTAL APPROVED GRANT AMOUNT	s
TABLE B - PROGRAM ELEMENT CLASSIFICATION (Non-construction)	
1.	
2.	
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8.	
9.	1
10. TOTAL (Share: :Grantee% Federal%)	1
11. TOTAL APPROVED GRANT AMOUNT	\$.
TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction)	
1. CONSTRUCTION AND PROJECT COSTS	1,485,000
2. ADMINISTRATIVE EXPENSES •	13,500
3. LAND, STRUCTURES, RIGHT-OF-WAY	
4. CONSULTANT ARCH./ENGR. FEES	74,000
5. GRANTEE ARCH./ENGR. FEES (FORCE ACCOUNT)	
6. EQUIPMENT	
7. CONTINGENCIES	148,500
8. RELOCATION PAYMENTS	
9. INDIRECT COSTS	
10. SUBTOTAL	
11. GRANT PROCESSING FEE	
12 TOTAL (Share: Grantee 12½ % Federal 75 % State 12½ %)	s 1,721,000
13. TOTAL APPROVED GRANT AMOUNT	s 1,290,750

a. General Conditions:

The grantee covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this grant, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The grantee warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFR Part 30, and (2) any special conditions set forth in this grant agreement or any grant amendment pursuant to 40 CFR 30.425.

b. Special Conditions:

1. All architectural/engineering subagreements must comply with regulations published in the Federal Register on September 27, 1978, and as further explained in State Water Resources Control Board Clean Water Grant Bulletins 29A through 29H.

The Grantee shall award such subagreements which are expected to exceed \$10,000 prior to the commencement of any services. Subagreements not exceeding \$100,000 shall be submitted within 30 days of their award and must be approved before the first grant payment can be made. Any subagreements expected to exceed \$100,000 must be submitted and approved prior to the award of the subagreement.

Grantees performing architectural/engineering work with their own forces (force account) must receive prior approval in accordance with Federal Rules and Regulations 40 CFR 35.936-14 and Clean Water Grant Bulletin No. 29D.

The amounts listed on Page 2 of the grant offer for fees are estimates only and do not indicate approval of the professional subagreements or force account requests.

- Administrator that he has or will have a fee simple or such other estate or interest in the site of the project and rights of access, as the Regional Administrator finds sufficient to assure undisturbed use and possession for the purpose of construction and operation for estimated life of the project, and in the case of projects serving more than one municipality, that the participating communities have such interests or rights as the Regional Administrator finds sufficient to assure their undisturbed utilization of the project for the estimated life of the project.
- 3. The Grantee will enact and enforce in each jurisdiction serviced by the treatment works project before the completion of construction, a sewer use ordinance or other legally binding requirement which:

- 1) Shall prohibit any new connections from inflow sources into the sanitary sewer portion of the sewer system, and
- 2) Shall ensure that new sewers and connections to the sewer system are properly designed and constructed.
- 4. The Grantee shall acquire and maintain any flood insurance made available to it under the National Flood Insurance Act of 1968, as amended. The insurance shall be in an amount at least equal to the total eligible project costs excluding cost of land and uninsurable improvements, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire useful life of the project.

This condition shall not be applicable if, on the date of execution of the grant agreement by both parties, flood insurance was not available pursuant to the Flood Insurance Act of 1968, as amended, for property in the project location. This condition shall not be applicable if the project location is outside the boundaries of a special flood hazard area delineated on a Flood Hazard Boundary Map or Flood Insurance Rate Map which has been issued by the Department of Housing and Urban Development, Federal Insurance Administration. This condition shall not be applicable if the total value of improvements insurable under the National Flood Insurance Act is less than \$10,000.

5. The Grantee agrees to make payment to its contractor promptly after receipt of Federal sums due under this grant and to retain only such amounts as may be justified by specific circumstances and provisions of this grant or the construction contract.

Retained amounts shall be limited, except where greater retention is necessary under specific circumstances specifically provided for in the construction contract, to the following schedule:

- (a) retention of up to 10 percent of payments claimed until construction is 50 percent complete;
- (b) after construction is 50 percent complete, reduction of the total retainage to 5 percent of payments claimed, provided that the contractor is making satisfactory progress and there is no specific cause for greater withholding;
- (c) when the project is substantially complete (operational or beneficial occupancy), the retained amount shall be further reduced below 5 percent to only that amount necessary to assure completion of the contract work:
- (d) a cash bond or irrevocable letter of credit may be accepted in lieu of all or part of the cash retainage under (b) or (c) above.

The Grantee agrees to report to the Project Officer and promptly credit to the Federal share due under this grant the full amount of any interest earned, or if no such interest is earned, an inputed amount of interest at the prevailing rate, upon Federal sums paid to the Grantee, if payment to the contractor is unjustifiably delayed by the Grantee, its employees or representatives.

The Grantee agrees to include appropriate provision in each Step 3 construction contract to implement this prompt payment requirement.

The foregoing condition will not apply to the extent that it may be prohibited by any specific requirement of State or local laws or ordinances.

- 6. Should the discovery of a potential archeological or historical resource occur during construction, all work in the area of the find will stop and a qualified archeologist will be called in to evaluate the situation and make recommendations to the Cultural Resources Officer of the State Water Resources Control Board. Said Cultural Resources Officer will then determine what will be necessary for construction to proceed.
- 7. This grant may be terminated if any portion of the schedule for the project indicated below is not met, unless prior written waiver of the schedule has been obtained from the Division of Water Quality of the State Water Resources Control Board. This schedule in no way relieves the Grantee of the obligation to comply with the requirements of its waste discharge permit or NPDES permit.

Days After Grant Offer

Advertise for bids

45

Open bids

75

Award construction contract

105

- 8. Grantee agrees to construct a consolidated wastewater treatment project for the City of Half Moon Bay, Granada Sanitary District, and Montara Sanitary District, adequate to bring each of these entities into full compliance with applicable orders of the Regional Water Quality Control Board, San Francisco Bay Region. The project shall consist of:
 - (a) A newly constructed regional deepwater ocean outfall, to be located at Half Moon Bay, to dispose of the consolidated effluent flows of the City of Half Moon Bay, Granada Sanitary District, and Montara Sanitary District;
 - (b) Conveyance, tie-in and pumping facilities necessary to convey the effluent from said three entities to the site of the outfall or treatment plant at Half Moon Bay; and

- (c) One, two, or three secondary treatment facilities adequate to meet all waste discharge requirements of the Regional Board applicable to said defendants, to be newly constructed or upgraded from existing facilities.
- 9. Construction of the regional ocean outfall shall begin by July 20, 1979, and shall be completed by December 1, 1979. On completion of the new ocean outfall, use of the existing Half Moon Bay outfall shall be discontinued and that outfall shall be rendered inoperable.
- 10. Construction of the conveyance and tie-in facilities and the reclaimed wastewater pipeline shall begin by July 20, 1979, and shall be completed by June 30, 1980.

On or before December 15, 1979, grantee shall submit to the State and Regional Boards a proposal for the funding and construction of the treatment facilities which are part of the project, together with all necessary supporting documentation and a time schedule for construction of the treatment facilities. Grantee and the State Board, with the concurrence of the Regional Board, shall agree on a time schedule for all steps necessary to the design and construction of the treatment facilities, and such agreement shall be incorporated into the conditions of this grant. The time schedule will require the entire project to be constructed and in operation before July 1, 1983. In the event grantee, the State Board and the Regional Board are unable to agree on a time on noticed motion, by a Judge of the Santa Clara County Superior Court in Action No. 424949, People of the State of California vs. City of Half Moon Bay, et al. Any time scheduled so prescribed shall require the entire project to be constructed and in operation before July 1, 1983.

- 11. Any of the dates contained in paragraphs 9 and 10 including the dates to be agreed upon or prescribed as provided in paragraph 10, may be extended either (a) in writing between grantor and grantee, with the prior express written concurrence of the Regional Board; or (b) by the Regional Board on a showing of good cause made by grantee; provided further that any application by grantee for an extension from the Regional Board shall be filed, together with all supporting information, no later than sixty days prior to the date sought to be extended, unless the Regional Board finds that the reason for requesting the extension was not reasonably foreseeable 60 days prior to the date. Within fifteen days following the denial by the Regional Board of any request for extension as herein provided, grantee may seek an extension by noticed motion and on a showing of good cause, from a Judge of the Santa Clara County Superior Court in Action No. 424949. In any such motion, the State Board shall have the right to appear, and it, as well as the Regional Board shall be bound by a judicial determination of good cause.
- 12. Grantee shall be liable to reimburse EPA and the State Board as provided by and to the extent set forth in state and federal statutes and regulations.
- 13. It shall be the sole responsibility of grantee to obtain any and all permits and approvals necessary for the construction and operation of the project described herein, and to do so in sufficient time to meet the compliance deadlines set forth herein.

CATION NO.

PART III - GRANT CONDITIONS

- SAM has proposed to increase the size of the gravity interceptor sections 14. of the conveyance pipeline (Step 3 Grant C-06-1058-110) by three inches in diameter (Schedule 1B Alternate of the Plans and Specifications opened May 16, 1979) in order to accommodate a greater future capacity through these sections of the pipeline than discussed in the Project Report and EIR. The capacity for the total SAM service area considered in the Project Report and EIR was 2.0 mdg average dry weather flow and a population of 22,000 people. If this modification to the pipeline design is constructed, SAM may not use the increase in capacity accommodated by the increased size of the gravity interceptor sections until January 1, 1988.
 - (b) This condition may be waived by EPA and the SWRCB if the grantee agrees to prepare an environmental document that is in compliance with state and federal environmental laws and regulations, addressing the extra capacity provided by the pipeline and demonstrates to the satisfaction of the SWRCB and EPA that the impacts of the extra capacity are mitigated.
 - (c) In the event that the conditions set forth in (a) and (b) are violated. the grantee will return to the SWRCB and EPA on demand by either agency all state and federal Step 3 grant funds for this project. Prior to making such a demand, the grantee shall be notified in writing and given a period not less than ninety (90) days in which to file the appropriate environmental document as outlined in (b) above.

b. SPECIAL CONDITIONS (Continued)		
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PAR	T IV	
		. Administration Division
NOTE: The Grant Agreement must be completed in duplicate		
for Headquarters grant awards and to the appropriate Grants A	dministration Office for state and local,	awards within 3 calendar
weeks after receipt or within any extension of time as may be gr	anted by FPA.	
Receipt of a written refusal or failure to return the properly e	xecuted document within the prescribe	ed time, may result in the
automatic withdrawal of the grant offer by the Agency. Any of	change to the Grant Agreement by the	grantee subsequent to the
document being signed by the EPA Grant Award Official wh	ich the Grant Award Official determin	es to materially alter the
	ich the Giant Award Official determin	ios to materially alter the
Grant Agreement shall void the Grant Agreement.		
OFFED AND	A COURT A NOT	
OFFER AND	ACCEPTANCE	
The United States of America, acting by and through the	U.S. Environmental Protection Agency	y (EPA), hereby offers a
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Sower Authority Mid-Coasts	ide for 75 % of all approved con	ete incurred up to and not
grant/amendment to the Sewer Authority Mid-Coasts	for 15 % of all approved cos	ses meatted up to and not
exceeding \$ 1,290,750 for the support of app	roved budget period effort described in	application (including all
GRANT AMOUNT		
application modifications) Application for F	Federal Assistance incl	uded herein by reference.
TITLE AN	The state of the s	dada notom by retrience
LEGITING OFFICE (Courts Administration Office)	AWARD APPROVAL	OFFICE
ISSUING OFFICE (Grants Administration Office)		OFFICE
ORGANIZATION ADDRESS	ORGANIZATION ADDRESS	
EPA, Grants Administration Section	EPA, Water Division	•
215 Fremont Street	215 Fremont Street	
•	San Francisco, CA 94	1105
San Francisco, CA 94105	pair Francisco, CA 7-	1100
THE UNITED STATES OF AMERICA BY THE L	LC ENVIRONMENTAL PROTECTION AC	ENCY
SIGNATURE OF AWARD OFFICIAL TYPED NAME AND TITLE	J.S. ENVIRONMENTAL PROTECTION AG	DATE
	Frank M. Covington	1
	Director, Water Division	29 FEB 1980
		
This Grant Agreement is subject to applicable U.S. Environmen	tal Protection Agency statutory-provisi	ons and grant regulations.
In accepting this award or amendment and any payments mad-	e pursuant thereto, (1) the undersigned	represents that he is duly
authorized to act on behalf of the grantee organization, and (2	the grantee agrees (a) that the grant is	s subject to the applicable
provisions of 40 CFR Chapter 1, Subchapter B and of the provi	sions of this agreement (Parts I thru IV), and (b) that acceptance
of any payments constitutes an agreement by the payee that t	he amounts, if any, found by EPA to b	have been overpaid will be
refunded or credited in full to EPA.	and an analysis of markets	
toranded of credited in full to El A.		
A BY AND ON BEHALF OF THE DESIG	NATED GRANTEE ORGANIZATION	
SIGNAYURS TYPED NAME AND TITLE		DATE
SIGH hadres To	General Manager	3/31/00

ERA Form 5/00-20A (REV-8-26)

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CHECK APPL	ICABLE ITEM(S)	DA	TE OF AWARD	Obligation date	,,
GRANT AGREEMENT			29 FEE	3 1980	
GRANT AMENOMENT		TY	PE OF ACTIO	N	
X SUBSEQUENT RELATED PRO	DJECT (WWT)			CONTINUAT	ION
			AFORMATION		
1. GRANT PROGRAM	2. STATUTE R			ł	TION REFERENCE
Construction Grants	PL 92-50		·····	40 C	FR 35
8, NAME	GRAN	TEE ORGAN			
SEWER AUTHORITY MID	-COASTSIDE		ADDR ESS	501 MAIN HALF MOON	STREET BAY, CA 94019
b. EMPLOYER I.D. NO. (EIN)	DO LOCK				
a. NAME	PROJECT		rantee Contact	')	
FRED MORTENSEN			ADON 233		
b. TITLE				501 MAIN	STREET
GENERAL MANAGER		ļ	•		BAY, CA 94019
c. TELEPHONE NO. Unclude Area (415) 726-5566	Code)				
8.	PROJECT	OFFICER X	KKKKKKKK	(SWRCB Cor	ntact)
a. NAME		1	AOORESS		
JOHN BLUBAUGH					s Control Board
b. TITLE				Water Qua	,
PROJECT COORDINATOR	· · · · · · · · · · · · · · · · · · ·	1		dministrat	tion Unit
c. TELEPHONE NO. (Include Area (916) 322-6468	Code)		O. Box 10 cramento,	. CA 95801	L
7. PROJECT TITLE AND DESCRIP	TION				PETETVER
CONSTRUCTION OF PUMP	STATION.				APRI 1 7 1980 DIVISION OF WALLS
	**************************************			· · · · · · · · · · · · · · · · · · ·	3
8.		DURATION			
AWARD - 8/1/81		BUI	DGET PERIOD	(Dates)	
9.	DO	LLAR AMOU	NTS		
TOTAL PROJECT COSTS		EP.	A GRANT AMO	UNT (In-Kind Am	, \$1,290,750
TOTAL ELIGIBLE COSTS (BWT)	\$1,721,000	UNE	EXPENDED PE	HOR YR. BAL. (EPA Funds)
TOTAL BUDGET PERIOD COSTS		ТНІ	S ACTION (Th	is obligation amo	\$1,290,750
10.	ACC	OUNTING D	ATA	14 Mrs. 14 May 11 May 12 May 1	т пуску мам, пуск притиряну до приничения выправания на положения на настройний выправаний выпуску выпуску выб При приничения приничения приничения приничения приничения приничения приничения приничения приничения приниче
APPROPRIATION	DOC CONTROL NO.	ACCO	UNT NO.	OBJ CLASS	AMOUNT CHARGED
68X0103	C00030	OG7N	092002	41.	\$1,290,750
II. PAYMENT METHOD	***************************************	112	PAYEE	141.	
		12.	OFF (Name	and morting adde	ess, Include ZIP Code)
ADVANCES (5 of award) (X; REIMBURSEMENT		Gr	antee Orga	nization
AND FARMENT HEQUEST TO SI					

GRANT IDENTIFICATIO																																																																																																																																		
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PART II - APPROVED BUDGET	
TABLE A - OBJECT CLASS CATEGORY (Non-construction)	TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
1. PERSONNEL	
2. FRINGE BENEFITS	
3. TRAVEL	
4. EQUIPMENT	
5. SUPPLIES	
6. CONTRACTUAL	
7. CONSTRUCTION	
6. OTHER	
9. TOTAL DIRECT CHARGES	
10. INDIRECT COSTS: RATE % BASE	
11. TOTAL (Share: Grantee% Federal,%)	
12. TOTAL APPROVED GRANT AMOUNT	S
TABLE B - PROGRAM ELEMENT CLASSIFICATION (Non-construction)	
1.	
2.	
3.	
4.	
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6.	
7.	
8.	
9.	1
10. TO FAL (Share: :Grantee% Federal%)	
11. TOTAL APPROVED GRANT AMOUNT	S
TABLE C - PROGRAM ELEMENT CLASSIFICATION (Construction)	
1. CONSTRUCTION AND PROJECT COSTS	1,485,000
2. ADMINISTRATIVE EXPENSES •	13,500
3. LAND, STRUCTURES, RIGHT-OF-WAY	
4. CONSULTANT ARCH./ENGR. FEES	74,000
5. GRANTEE ARCH./ENGR. FEES (FORCE ACCOUNT)	
6. EQUIPMENT	
7. CONTINGENCIES	148,500
8. RELOCATION PAYMENTS	
9. INDIRECT COSTS	
10. SUBTOTAL	
11. GRANT PROCESSING FEE	
12 TOTAL (Share: Grantee 1215 % Federal 75 % State 1215 %)	s 1,721,000
13. TOTAL APPROVED GRANT AMOUNT	s 1,290,750

a. General Conditions:

The grantee covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this grant, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The grantee warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFR Part 30, and (2) any special conditions set forth in this grant agreement or any grant amendment pursuant to 40 CFR 30.425.

b. Special Conditions:

1. All architectural/engineering subagreements must comply with regulations published in the Federal Register on September 27, 1978, and as further explained in State Water Resources Control Board Clean Water Grant Bulletins 29A through 29H.

The Grantee shall award such subagreements which are expected to exceed \$10,000 prior to the commencement of any services. Subagreements not exceeding \$100,000 shall be submitted within 30 days of their award and must be approved before the first grant payment can be made. Any subagreements expected to exceed \$100,000 must be submitted and approved prior to the award of the subagreement.

Grantees performing architectural/engineering work with their own forces (force account) must receive prior approval in accordance with Federal Rules and Regulations 40 CFR 35.936-14 and Clean Water Grant Bulletin No. 29D.

The amounts listed on Page 2 of the grant offer for fees are estimates only and do not indicate approval of the professional subagreements or force account requests.

- 2. The Grantee shall demonstrate to the satisfaction of the Regional Administrator that he has or will have a fee simple or such other estate or interest in the site of the project and rights of access, as the Regional Administrator finds sufficient to assure undisturbed use and possession for the purpose of construction and operation for estimated life of the project, and in the case of projects serving more than one municipality, that the participating communities have such interests or rights as the Regional Administrator finds sufficient to assure their undisturbed utilization of the project for the estimated life of the project.
- 3. The Grantee will enact and enforce in each jurisdiction serviced by the treatment works project before the completion of construction, a sewer use ordinance or other legally binding requirement which:

- 1) Shall prohibit any new connections from inflow sources into the sanitary sewer portion of the sewer system, and
- Shall ensure that new sewers and connections to the sewer system are properly designed and constructed.
- 4. The Grantee shall acquire and maintain any flood insurance made available to it under the National Flood Insurance Act of 1968, as amended. The insurance shall be in an amount at least equal to the total eligible project costs excluding cost of land and uninsurable improvements, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire useful life of the project.

This condition shall not be applicable if, on the date of execution of the grant agreement by both parties, flood insurance was not available pursuant to the Flood Insurance Act of 1968, as amended, for property in the project location. This condition shall not be applicable if the project location is outside the boundaries of a special flood hazard area delineated on a Flood Hazard Boundary Map or Flood Insurance Rate Map which has been issued by the Department of Housing and Urban Development, Federal Insurance Administration. This condition shall not be applicable if the total value of improvements insurable under the National Flood Insurance Act is less than \$10,000.

5. The Grantee agrees to make payment to its contractor promptly after receipt of Federal sums due under this grant and to retain only such amounts as may be justified by specific circumstances and provisions of this grant or the construction contract.

Retained amounts shall be limited, except where greater retention is necessary under specific circumstances specifically provided for in the construction contract, to the following schedule:

- (a) retention of up to 10 percent of payments claimed until construction is 50 percent complete;
- (b) after construction is 50 percent complete, reduction of the total retainage to 5 percent of payments claimed, provided that the contractor is making satisfactory progress and there is no specific cause for greater withholding;
- (c) when the project is substantially complete (operational or beneficial occupancy), the retained amount shall be further reduced below 5 percent to only that amount necessary to assure completion of the contract work:
- (d) a cash bond or irrevocable letter of credit may be accepted in lieu of all or part of the cash retainage under (b) or (c) above.

The Grantee agrees to report to the Project Officer and promptly credit to the Federal share due under this grant the full amount of any interest earned, or if no such interest is earned, an inputed amount of interest at the prevailing rate, upon Federal sums paid to the Grantee, if payment to the contractor is unjustifiably delayed by the Grantee, its employees or representatives.

The Grantee agrees to include appropriate provision in each Step 3 construction contract to implement this prompt payment requirement.

The foregoing condition will not apply to the extent that it may be prohibited by any specific requirement of State or local laws or ordinances.

- 6. Should the discovery of a potential archeological or historical resource occur during construction, all work in the area of the find will stop and a qualified archeologist will be called in to evaluate the situation and make recommendations to the Cultural Resources Officer of the State Water Resources Control Board. Said Cultural Resources Officer will then determine what will be necessary for construction to proceed.
- 7. This grant may be terminated if any portion of the schedule for the project indicated below is not met, unless prior written waiver of the schedule has been obtained from the Division of Water Quality of the State Water Resources Control Board. This schedule in no way relieves the Grantee of the obligation to comply with the requirements of its waste discharge permit or NPDES permit.

Days After Grant Offer

Advertise for bids

45

Open bids

75

Award construction contract

105

- 8. Grantee agrees to construct a consolidated wastewater treatment project for the City of Half Moon Bay, Granada Sanitary District, and Montara Sanitary District, adequate to bring each of these entities into full compliance with applicable orders of the Regional Water Quality Control Board, San Francisco Bay Region. The project shall consist of:
 - (a) A newly constructed regional deepwater ocean outfall, to be located at Half Moon Bay, to dispose of the consolidated effluent flows of the City of Half Moon Bay, Granada Sanitary District, and Montara Sanitary District;
 - (b) Conveyance, tie-in and pumping facilities necessary to convey the effluent from said three entities to the site of the outfall or treatment plant at Half Moon Bay; and

- (c) One, two, or three secondary treatment facilities adequate to meet all waste discharge requirements of the Regional Board applicable to said defendants, to be newly constructed or upgraded from existing facilities.
- 9. Construction of the regional ocean outfall shall begin by July 20, 1979, and shall be completed by December 1, 1979. On completion of the new ocean outfall, use of the existing Half Moon Bay outfall shall be discontinued and that outfall shall be rendered inoperable.
- 10. Construction of the conveyance and tie-in facilities and the reclaimed wastewater pipeline shall begin by July 20, 1979, and shall be completed by June 30, 1980.

On or before December 15, 1979, grantee shall submit to the State and Regional Boards a proposal for the funding and construction of the treatment facilities which are part of the project, together with all necessary supporting documentation and a time schedule for construction of the treatment facilities. Grantee and the State Board, with the concurrence of the Regional Board, shall agree on a time schedule for all steps necessary to the design and construction of the treatment facilities, and such agreement shall be incorporated into the conditions of this grant. The time schedule will require the entire project to be constructed and in operation before July 1, 1983. In the event grantee, the State Board and the Regional Board are unable to agree on a time on noticed motion, by a Judge of the Santa Clara County Superior Court in Action No. 424949, People of the State of California vs. City of Half Moon Bay, et al. Any time scheduled so prescribed shall require the entire project to be constructed and in operation before July 1, 1983.

- Any of the dates contained in paragraphs 9 and 10 including the dates to be 11. agreed upon or prescribed as provided in paragraph 10, may be extended either (a) in writing between grantor and grantee, with the prior express written concurrence of the Regional Board; or (b) by the Regional Board on a showing of good cause made by grantee; provided further that any application by grantee for an extension from the Regional Board shall be filed, together with all supporting information, no later than sixty days prior to the date sought to be extended, unless the Regional Board finds that the reason for requesting the extension was not reasonably foreseeable 60 days prior to the date. Within fifteen days following the denial by the Regional Board of any request for extension as herein provided, grantee may seek an extension by noticed motion and on a showing of good cause, from a Judge of the Santa Clara County Superior Court in Action No. 424949. In any such motion, the State Board shall have the right to appear, and it, as well as the Regional Board shall be bound by a judicial determination of good cause.
- 12. Grantee shall be liable to reimburse EPA and the State Board as provided by and to the extent set forth in state and federal statutes and regulations.
- 13. It shall be the sole responsibility of grantee to obtain any and all permits and approvals necessary for the construction and operation of the project described herein, and to do so in sufficient time to meet the compliance deadlines set forth herein.

- 14. (a) SAM has proposed to increase the size of the gravity interceptor sections of the conveyance pipeline (Step 3 Grant C-06-1058-110) by three inches in diameter (Schedule 1B Alternate of the Plans and Specifications opened May 16, 1979) in order to accommodate a greater future capacity through these sections of the pipeline than discussed in the Project Report and EIR. The capacity for the total SAM service area considered in the Project Report and EIR was 2.0 mdg average dry weather flow and a population of 22,000 people. If this modification to the pipeline design is constructed, SAM may not use the increase in capacity accommodated by the increased size of the gravity interceptor sections until January 1, 1988.
 - (b) This condition may be waived by EPA and the SWRCB if the grantee agrees to prepare an environmental document that is in compliance with state and federal environmental laws and regulations, addressing the extra capacity provided by the pipeline and demonstrates to the satisfaction of the SWRCB and EPA that the impacts of the extra capacity are mitigated.
 - (c) In the event that the conditions set forth in (a) and (b) are violated, the grantee will return to the SWRCB and EPA on demand by either agency all state and federal Step 3 grant funds for this project. Prior to making such a demand, the grantee shall be notified in writing and given a period not less than ninety (90) days in which to file the appropriate environmental document as outlined in (b) above.

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b. SPECIAL CONDITIONS (Continued)		
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PAR	T IV	
NOTE: The Grant Agreement must be completed in duplicate		s Administration Division
for Headquarters grant awards and to the appropriate Grants A weeks after receipt or within any extension of time as may be gr	dministration Office for state and local	
Receipt of a written refusal or failure to return the properly e automatic withdrawal of the grant offer by the Agency. Any of document being signed by the EPA Grant Award Official where Grant Agreement shall void the Grant Agreement.	change to the Grant Agreement by the	grantee subsequent to the
	ACCEPTANCE	- (P7)4) 1 1 CC
The United States of America, acting by and through the		
grant/amendment to the Sewer Authority Mid-Coasts	side for 75 % of all approved cos	ts incurred up to and not
exceeding \$ 1,290,750 for the support of app	proved budget period effort described in	application (including all
application modifications) Application for F	Federal Assistance incl	uded herein by reference
ISSUING OFFICE (Grants Administration Office)	AWARD APPROVAL	OFFICE
ORGANIZATION ADDRESS	ORGANIZATION ADDRESS	
EPA, Grants Administration Section 215 Fremont Street	EPA, Water Division 215 Fremont Street	•
San Francisco, CA 94105	San Francisco, CA 94	105
THE UNITED STATES OF AMERICA OVERLEY	A CANADOMMENTAL PROTECTION ACI	ENCY
SIGNATURE OF AWARD OFFICIAL TYPED NAME AND TITLE	J.S. ENVIRONMENTAL PROTECTION AGI	DATE
	Frank M. Covington Director, Water Division	29 FEB 1980
This Grant Agreement is subject to applicable U.S. Environmen In accepting this award or amendment and any payments mad authorized to act on behalf of the grantee organization, and (2 provisions of 40 CFR Chapter I, Subchapter B and of the provi of any payments constitutes an agreement by the payee that the refunded or credited in full to EPA.	e pursuant thereto, (1) the undersigned 2) the grantee agrees (a) that the grant is sions of this agreement (Parts I thru IV)	represents that he is duly subject to the applicable and (b) that acceptance
BY AND ON BEHALF OF THE DESIG	GNATED GRANTEE ORGANIZATION	DATE
CISA harles Sa	General Manager	3/31/01

PAGE 4 OF 4